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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION

ARTURO MUNOS RUIZ, an
individual

Plaintiff,

v.

WAYFAIR LLC, a Delaware Limited
Liability Corporation; CHRISTOPHER
GUTIERREZ, an individual; JOE
MATUS, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO. 5:22-cv-01552-SSS (KK)

**[REVISED] JOINT STIPULATION
RE: PROTECTIVE ORDER**

[NOTE CHANGES BY COURT]

Judge: Hon. Sunshine S. Sykes
Dept.: 2

Complaint Filed: July 28, 2022
Trial Date: June 10, 2024

[Riverside County Superior Court Case
No. CVRI2203161]



IT IS HEREBY STIPULATED that Plaintiff ARTURO MUNOS RUIZ (“Plaintiff”) and Defendant WAYFAIR, LLC (“Defendant”), by and through their respective counsel of record, are to be bound by the following Protective Order (the “Order”) for the protection of confidential information, documents, and other things produced, served, or otherwise provided in this Action by the parties or by third parties.

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information (including but not limited to third-party personally identifiable information) for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

2. STATEMENT OF GOOD CAUSE

This action is likely to involve information about employees who are non parties to this action, confidential financial information, information regarding health conditions, and technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information,





information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential non-public manner, and there is good cause why it should not be part of the public record of this case.

3. DEFINITIONS

3.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

3.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

3.3 Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as well as their support staff).

3.4 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

3.5 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
 2 generated in disclosures or responses to discovery in this matter.

3 3.6 Expert: a person with specialized knowledge or experience in a matter
 4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
 5 an expert witness or as a consultant in this action.

6 3.7 In-House Counsel: attorneys who are employees of a party to this action.
 7 In-House Counsel does not include Outside Counsel of Record or any other outside
 8 counsel.

9 3.8 Non-Party: any natural person, partnership, corporation, association, or
 10 other legal entity not named as a Party to this action.

11 3.9 Outside Counsel of Record: attorneys who are not employees of a party
 12 to this action but are retained to represent or advise a party to this action and have
 13 appeared in this action on behalf of that party or are affiliated with a law firm which
 14 has appeared on behalf of that party.

15 3.10 Party: any party to this action, including all of its officers, directors,
 16 employees, consultants, retained experts, and Outside Counsel of Record (and their
 17 support staffs).

18 3.11 Producing Party: a Party or Non-Party that produces Disclosure or
 19 Discovery Material in this action.

20 3.12 Professional Vendors: persons or entities that provide litigation support
 21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 23 and their employees and subcontractors.

24 3.13 Protected Material: any Disclosure or Discovery Material that is
 25 designated as "CONFIDENTIAL."

26 3.14 Receiving Party: a Party that receives Disclosure or Discovery Material
 27 from a Producing Party.

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4. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by ~~a separate agreement or order~~ the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

5. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

6. DESIGNATING PROTECTED MATERIAL

6.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this





Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or unjustifiably delay the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party’s attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

6.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has



1 indicated which material it would like copied and produced. During the inspection
 2 and before the designation, all of the material made available for inspection shall be
 3 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
 4 it wants copied and produced, the Producing Party must determine which documents,
 5 or portions thereof, qualify for protection under this Order. Then, before producing
 6 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
 7 legend to each page that contains Protected Material. If only a portion or portions of
 8 the material on a page qualifies for protection, the Producing Party also must clearly
 9 identify the protected portion(s) (e.g., by making appropriate markings in the
 10 margins).

11 (b) for testimony given in deposition or in other pretrial or trial proceedings,
 12 that the Designating Party identify on the record, before the close of the deposition,
 13 hearing, or other proceeding, all protected testimony.

14 (c) for information produced in some form other than documentary and for any
 15 other tangible items, that the Producing Party affix in a prominent place on the exterior
 16 of the container or containers in which the information or item is stored the legend
 17 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant
 18 protection, the Producing Party, to the extent practicable, shall identify the protected
 19 portion(s).

20 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 21 failure to designate qualified information or items does not waive the Designating
 22 Party’s right to secure protection under this Order for such material. Upon timely
 23 correction of a designation, the Receiving Party must make reasonable efforts to
 24 assure that the material is treated in accordance with the provisions of this Order. This
 25 provision is intended to apply to any inadvertent production of any document or
 26 information protected by the attorney-client and/or work product privileges.

27 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

28 7.1 Timing of Challenges. Any Party or Non-Party may challenge a

1 designation of confidentiality at any time that is consistent with the Court's
2 Scheduling Order.

3 7.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process under Local Rule 37.1 et seq.

5 7.3 The burden of persuasion in any such challenge proceeding shall be on
6 the Designating Party. Frivolous challenges, and those made for an improper
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
8 parties) may expose the Challenging Party to sanctions. Unless the Designating
9 Party has waived or withdrawn the confidentiality designation, all parties shall
10 continue to afford the material in question the level of protection to which it is
11 entitled under the Producing Party's designation until the Court rules on the
12 challenge.

13 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

14 8.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this case
16 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
17 Material may be disclosed only to the categories of persons and under the conditions
18 described in this Order. When the litigation has been terminated, a Receiving Party
19 must comply with the provisions of section 13 below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a
21 location and in a secure manner that ensures that access is limited to the persons
22 authorized under this Order.

23 8.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
24 otherwise ordered by the court or permitted in writing by the Designating Party, a
25 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
26 only to:

27 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
28 employees of said Outside Counsel of Record to whom it is reasonably necessary to





1 disclose the information for the prosecution or defense of this litigation and who have
 2 signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as
 3 Exhibit A. Said employees must be advised that the information, documents or items
 4 being disclosed, are subject to the terms of this Order, and that they may not be
 5 disclosed other than pursuant to its terms;

6 (b) the officers, directors, and employees (including In-House Counsel) of the
 7 Receiving Party to whom disclosure is reasonably necessary for the prosecution or
 8 defense of this litigation and who have signed the “Acknowledgment and Agreement
 9 to Be Bound” (Exhibit A). Said individuals must be advised that the information,
 10 documents or items being disclosed, are subject to the terms of this Order, and that
 11 they may not be disclosed other than pursuant to its terms;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
 13 disclosure is reasonably necessary for this litigation and who have signed the
 14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the court and its personnel and court reporters and their staff (without any
 16 obligation to sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (e) professional jury or trial consultants, mock jurors, and Professional
 18 Vendors to whom disclosure is reasonably necessary for this litigation and who have
 19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (f) during their depositions, witnesses in the action to whom disclosure is
 21 reasonably necessary and who have signed the “Acknowledgment and Agreement to
 22 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
 23 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
 24 reveal Protected Material must be separately bound by the court reporter and may not
 25 be disclosed to anyone except as permitted under this Stipulated Protective Order.

26 (g) the author or recipient of a document containing the information or a
 27 custodian or other person who otherwise possessed or knew the information.

28 (h) Any mediator or settlement officer, and their supporting personnel,

1 mutually agreed upon by any of the parties engaged in settlement discussions.

2 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 3 **PRODUCED IN OTHER LITIGATION**

4 If a Party is served with a subpoena or a court order issued in other litigation
 5 that compels disclosure of any information or items designated in this action as
 6 “CONFIDENTIAL,” that Party must:

7 (a) promptly notify in writing the Designating Party. Such notification shall
 8 include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the subpoena or order to
 10 issue in the other litigation that some or all of the material covered by the subpoena or
 11 order is subject to this Protective Order. Such notification shall include a copy of this
 12 Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued by
 14 the Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with
 16 the subpoena or court order shall not produce any information designated in this action
 17 as “CONFIDENTIAL” before a determination by the court from which the subpoena
 18 or order issued, unless the Party has obtained the Designating Party’s permission. The
 19 Designating Party shall bear the burden and expense of seeking protection in that court
 20 of its confidential material – and nothing in these provisions should be construed as
 21 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
 22 directive from another court.

23 **10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
 24 **PRODUCED IN THIS LITIGATION**

25 (a) The terms of this Order are applicable to information produced by a Non-
 26 Party in this action and designated as “CONFIDENTIAL.” Such information
 27 produced by Non-Parties in connection with this litigation is protected by the
 28 remedies and relief provided by this Order. Nothing in these provisions should be



1 construed as prohibiting a Non-Party from seeking additional protections.

2 (b) In the event that a Party is required, by a valid discovery request, to
3 produce a Non-Party's confidential information in its possession, and the Party is
4 subject to an agreement with the Non-Party not to produce the Non-Party's
5 confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-
7 Party that some or all of the information requested is subject to a confidentiality
8 agreement with a Non-Party;

9 (2) promptly provide the Non-Party with a copy of the Stipulated
10 Protective Order in this litigation, the relevant discovery request(s), and a reasonably
11 specific description of the information requested; and

12 (3) make the information requested available for inspection by the
13 Non-Party.

14 (c) If the Non-Party fails to object or seek a protective order from this court
15 within 14 days of receiving the notice and accompanying information, the Receiving
16 Party may produce the Non-Party's confidential information responsive to the
17 discovery request. If the Non-Party timely seeks a protective order, the Receiving
18 Party shall not produce any information in its possession or control that is subject to
19 the confidentiality agreement with the Non-Party before a determination by the court.
20 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
21 of seeking protection in this court of its Protected Material.

22 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
26 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
27 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
28 persons to whom unauthorized disclosures were made of all the terms of this Order,



1 and (d) request such person or persons to execute the “Acknowledgment and
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

3 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR** 4 **OTHERWISE PROTECTED MATERIAL**

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other protection
7 (including, but not limited to, private and/or proprietary information), the obligations
8 of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
9 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
10 established in an e-discovery court order that provides for production without prior
11 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
12 parties reach an agreement on the effect of disclosure of a communication or
13 information covered by the attorney-client privilege or work product protection, the
14 parties may incorporate their agreement in the stipulated protective order submitted to
15 the court.

16 **13. MISCELLANEOUS**

17 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the court in the future.

19 13.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Protective Order no Party waives any right it otherwise would have to object to
21 disclosing or producing any information or item on any ground not addressed in this
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any
23 ground to use in evidence of any of the material covered by this Protective Order.

24 13.3 Filing Protected Material. A Party that seeks to file under seal any
25 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
26 only be filed under seal pursuant to a court order authorizing the sealing of the
27 specific Protected Material at issue. If a Party's request to file Protected Material
28 under seal is denied by the court, then the Receiving Party may file the information in



1 the public record unless otherwise instructed by the court.

2 **14. FINAL DISPOSITION**

3 Within 60 days after the final disposition of this action, as defined in paragraph
4 4, each Receiving Party must return all Protected Material to the Producing Party or
5 destroy such material. As used in this subdivision, "all Protected Material" includes
6 all copies, abstracts, compilations, summaries, and any other format reproducing or
7 capturing any of the Protected Material. Whether the Protected Material is returned or
8 destroyed, the Receiving Party must submit a written certification to the Producing
9 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
10 deadline that (1) identifies (by category, where appropriate) all the Protected Material
11 that was returned or destroyed and (2) affirms that the Receiving Party has not
12 retained any copies, abstracts, compilations, summaries or any other format
13 reproducing or capturing any of the Protected Material. Notwithstanding this
14 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
15 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
16 deposition and trial exhibits, expert reports, attorney work product, and consultant and
17 expert work product, even if such materials contain Protected Material. Any such
18 archival copies that contain or constitute Protected Material remain subject to this
19 Protective Order as set forth in Section 4 (DURATION).

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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3 Dated: October 24, 2023

/s/ Nazo Koulloukian
Nazo Koulloukian, Esq.
Christine Harmandayan, Esq.
KOUL LAW FIRM

4
5
6 Dated: October 24, 2023

SANDERS ROBERTS LLP

7
8 By: 

Melvin L. Felton, Esq.
Stephanie Jones Nojima, Esq.
Attorneys for DEFENDANT

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10
11
12 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

13
14
15 Dated: October 26, 2023


HONORABLE KENLY KIYA KATO
UNITED STATES MAGISTRATE JUDGE



EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury that
 I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on
 _____ [date] in the case of *Jose Salinas v. Wayfair, LLC, et al.*, Case
 No. 5:21-cv-01276-DMG-SHK. I agree to comply with and to be bound by all the
 terms of this Stipulated Protective Order and I understand and acknowledge that
 failure to so comply could expose me to sanctions and punishment in the nature of
 contempt. I solemnly promise that I will not disclose in any manner any information
 or item that is subject to this Stipulated Protective Order to any person or entity except
 in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with
 this action or any proceedings related to enforcement of this Stipulated Protective
 Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

PROOF OF SERVICE

[FRCP 5(B)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and am not a party to the within action; my business address is 1055 West 7th Street, Los Angeles, CA 90017. My electronic service address is bsamuels@sandersroberts.com.

On October 26, 2023, I served the following document(s) described as [REVISED] JOINT STIPULATION RE: PROTECTIVE ORDER on the interested parties in this action as follows:

- ☒ **By CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF.
- ☐ **By Electronic Mail:** I caused the documents to be transmitted by electronic mail to the party(s) identified on the attached service list using the e-mail address(es) shown. I did not receive, within a reasonable time after transmission, any electronic message or other indication that the transmission(s) were unsuccessful.

ARTURO MUNOS RUIZ, an individual v. WAYFAIR LLC, a Delaware Limited Liability Corporation; CHRISTOPHER GUTIERREZ, an individual; JOE MATUS, an individual; and DOES 1 through 100, inclusive,

I declare that I am employed in the office of a member of the bar of the court at whose direction the service was made.

Executed on October 26, 2023, at Los Angeles, California.

/s/ Brittney Samuels
Brittney Samuels



SERVICE LIST

Ruiz v. Wayfair, LLC et al.
RSC – Case No.: CVRI2203161
C.D. Cal. Case No.: 5:22-cv-01552-SSS (KK)

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